

DEC - 7 2018

US District Court
Western District of NC

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

Civil Action No. 3:18-cv-00373-RJC-DCK

MOVEMENT MORTGAGE, LLC,

Plaintiff,

vs.

BRADLEY P. JAGACKI and KEITH A.
SIMON,

Defendants.

CONSENT INJUNCTION

Plaintiff Movement Mortgage, LLC and Defendants Bradley Jagacki and Keith Simon

hereby agree and consent to the entry of the following Consent Injunction.

It is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Defendants shall not directly or indirectly do any of the following until June 1, 2019:

(a) contact any Movement Realtor Referral Source to direct or send borrowers to them or their new employer, including but not limited to Ruoff Home Mortgage, Inc. As defined in Defendants' Employment Agreements, a "Realtor Referral Source" is any real estate agent assigned in the twelve (12) months preceding Defendants' respective terminations to a real estate office with whom Movement has any marketing agreement and/or with whom Movement has arranged to rent desk space, and to which Defendants were assigned to, permitted to work with by Movement and/or in fact did work with, in the twelve (12) months preceding their respective terminations.

(b) solicit, recruit, contract with, induce, influence or advise, or directly or indirectly cause the employment, solicitation or

recruitment of any Movement employee for any reason including but not limited to having said Movement employee work for or engage in a business substantially similar to the business of, or in competition with Movement.

(c) solicit, recruit, contract with, induce, influence or advise, or directly or indirectly cause the employment, solicitation or recruitment of any consultant or agent who works for or has been employed by Movement after June 1, 2017.

(d) disclose to any third party the names, backgrounds, compensation, or qualification of any Movement employee, consultant or agent, or otherwise identify any Movement employee, consultant or agent as a potential candidate for employment.

(e) induce or attempt to induce any person or entity, including any customer, referral source, or other person who has an agreement or business relationship with Movement to cease doing business in whole or in part with Movement.

(f) solicit or assist in the solicitation of the business of any customer, referral source, or other person who has an agreement or business relationship with Movement for the purchase of any products or services competing with those products and services offered and sold by Movement.

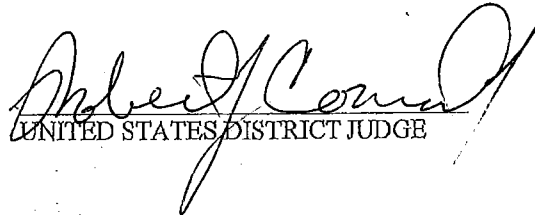
(g) disclose the Movement's Confidential Information, as defined in Paragraph IV.A of Defendants' Employment Agreements, to Ruoff Home Mortgage, Inc. or to any third party.

2. In the event of any suspected violation of any of Defendants' obligations under the Consent Injunction, Movement will provide notice to the Defendants and an opportunity to explain or cure the suspected violation(s) prior to commencing enforcement proceedings.

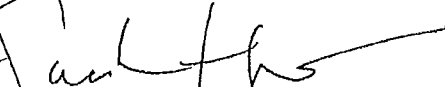
3. This Consent Injunction resolves and settles all claims brought by Movement in this action.

4. Each party shall bear its own attorney's fees and costs.


SO ORDERED, this 6th day of December, 2018.


UNITED STATES DISTRICT JUDGE

Consented and agreed to on behalf of Defendants by:


Sarah Fulton Hutchins
Parker Poe Adams & Bernstein LLP
Three Wells Fargo Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
*Attorney for Defendants Bradley P. Jagacki
and Keith A. Simon*

Consented and agreed to on behalf of Plaintiff by:


Chris W. Haaf
Kilpatrick Townsend & Stockton, LLP
1001 West Fourth Street
Winston-Salem, NC 27101
Attorney for Plaintiff Movement Mortgage, LLC